

How to Use the Baked Goods Statewide Contract

Contract #: GRO28

Contract Duration: 07/01/2012 to 6/30/2013

MMARS #: GRO28* - Options to renew: No options available

Contract Manager: Betty Fernandez - 617-720-3133 Betty.Fernandez@state.ma.us

Last change date: **11/20/12**

Contract Summary

This contract covers a variety of Baked Goods products as identified within the statewide contract and which includes and is not limited to the products listed as follows:

- Hamburger rolls, hot dog rolls, dinner rolls, sub rolls, whole wheat bread, all types of sliced bread, English muffins, donuts, etc.

Departments may request any Identified products available on the Contractor's Contract Award 2012-2013 price list located under the "Vendor" tab of Comm-PASS (www.comm-pass.com). In addition to the Contract Award an additional list of available Baked Goods Products is also available under the "Vendor" tab of Comm-PASS (www.comm-pass.com).

Baked Goods products not identified on the Contract Award and or the Additional Product list may also be purchased from the contractor as long as the products fall under the scope/description of the Baked Goods Statewide Contract.

Benefits and Cost Savings

The statewide contract covers a variety of Baked Goods products from a single contractor as Orograin Bakeries Sales, Inc. The benefits and potential cost savings are as follows:

- The identified baked good products have fixed pricing for the contract duration. Pricing remains firm through 6/30/2013, which allow users to order and plan menus accordingly.
- Competitive Pricing – The Strategic Sourcing Services Team (SSST) awarded the contract to Orograin Bakeries Sales, Inc., a subsidiary of Bimbo Foods because they provided competitive pricing for baked goods.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

The contract is primary statewide contract used by Executive Agencies of the Commonwealth for Baked Goods. The statewide contract will be available for use by

other eligible entities as listed in the Contract User Guide section entitled “Eligible Entities” and on the “Issuer” tab of Comm-PASS (www.comm-pass.com). Each Commonwealth Agency and eligible entity is responsible for executing its own purchase orders and paying its own invoices for goods acquired from the statewide contract.

PLEASE NOTE: The Contractor has agreed to service all Eligible Entities. For purposes of this contract an Eligible Entity is defined as a Commonwealth of MA agency or entity for which the accounts payable are paid directly by the Commonwealth of MA. All other agencies or entities may contact the Contractor and if the Contractor has the capacity and route structure to supply product covered under the state contract Baked Goods GRO28, the Contractor will do so on a case by case basis as agreed to between the two parties. To be considered an eligible entity, the entity must meet a \$75.00 minimum delivery per route system and not be subject to an existing contract or bid with Orograin/Bimbo Bakeries as of the Effective Date (July 1, 2011) or the date such agency or entity desires service under the GRO28 Contract.

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases.

How to use the contract

To get the best pricing available eligible entities should review and maintain a copy for reference the “Contract Award 2012-2013” pricing information located under the “Vendor” tab and which identifies available baked good products and current contract pricing.

Additional Information

Nutritional Standards – Nutritional Standards: Executive Order (EO) 509 is a directive signed by the Governor that requires state agencies that provide a package of services, which include foods and beverages, to clients who are dependent on the state to follow specific nutrition standards when contracting for the purchase of foods and beverages. To ensure compliance please refer to the [Executive Order 509](#) for detailed information.

Label Specifications - Any product delivered under this contract must meet FDA label guidelines unless otherwise specified by the ordering facility. The contractor must supply an ingredient list and nutritional analysis upon request by contract users. Due to the increased incidence of food allergies, contractors may be asked to participate in developing a notification of ingredient changes program during the life of the contract.

Sample products for evaluation - Sample baked good products for evaluation purposes only may be requested by eligible entities using the statewide contract. Samples **MUST** be provided to requesting departments at no additional cost to the Commonwealth.

Ordering & Delivery - All deliveries will be FOB destination. All orders will be processed, confirmed and delivered based on established delivery schedules. The ordering location will establish a mutually agreed upon delivery schedule with the Contractor. The Contractor will make delivery of items as requested by the ordering facility. Any change in the specified delivery schedule is subject to approval by the ordering facility. The Contractor may not attempt to make deliveries to any facility on official state holidays, unless requested to do so by the ordering facility. Delivery schedules will conform to location requirements. Any item not delivered during an established delivery period may be canceled at no cost to the Commonwealth. The Contractor must place baked goods in a secure location designated by the contract user immediately upon delivery. Any spoilage due to non-compliance with this requirement will be returned at the Contractor's expense. Delivery staff must remove racks with each delivery. Any product delivered that does not conform to this requirement will be returned at the Contractor's expense. All products must be delivered within 48 hours of baking with an additional 96 hours of documented shelf life upon receipt of delivery. Ordering and delivery information must be made available to contract users upon request. Contract users must be notified of any incorrect or short orders, prior to delivery. Incorrect or short orders must be corrected to the contract user's satisfaction within 24 hours.

Other Delivery Requirements - If applicable, the Contractor must meet all of the Department of Correction (DOC)/County Sheriff's Department security requirements applicable to each DOC facility and County Sheriff's Department. Requirements may include, but are not limited to: inspection and search of all delivery vehicles including the driver, cab and all contents thereof; locking gas or fuel caps; all drivers must pass a CORI background check; no split load deliveries where required; strict delivery time

requirements and any other security requirements as deemed necessary by the department or institution. The Contractor may be asked to deliver products outside the established delivery schedule to respond to emergency situations when necessary.

Returns - Product will be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product will be rejected and the Contractor must replace it immediately at no additional expense to the facility. Departments must not accept the delivery of any product that is visibly damaged, dented, squeezed or torn. Furthermore, the Contractor will replace any item received in damaged or unacceptable condition at no cost to the contract user.

Recalls - The Contractor will provide timely notification to all contract users that have ordered a product that has been recalled. The Contractor will issue a credit to the user's account for all recalled products.

Customer Service – The Contractor will provide customer service to all users of the contract. That service must include the following components: The Contractor's personnel answering the customer service line must be well versed on all requirements of the Statewide Contract and must be able to easily answer user's questions about pricing, product and service. If the Contractor receives a complaint about food quality, a sample of the item must be collected immediately, inspected and analyzed for quality within a reasonable time, at no additional cost to the Commonwealth. The Operational Services Division (OSD) Strategic Sourcing Services Lead (SSSL), Betty Fernandez must be contacted immediately by the Contractor's Account Manager and informed of the status of the complaint, if the complaint is not resolved to the user's full satisfaction within agreed upon time period.

Quality Assurance - The Contractor must monitor on a continuous basis, the quality of the products offered under this contract. The Contractor is required to have a self-inspection system that monitors, identifies and corrects any deficiencies that may occur in the quality of the products furnished to the Commonwealth. The OSD Strategic Sourcing Services Lead (SSSL) must be notified of any corrective actions as they are taken.

Price & Acquisition

There is firm pricing available for each item identified in the market basket list for every Commonwealth agency throughout the entire State. Pricing listed must remain firm through June 30, 2013.

Vendor List and Contract information

Please refer to the “Vendor” tab of Comm-PASS (www.comm-pass.com) at the bottom of the vendor detail page for “Contract Award 2012-2013” pricing attachment for the contractor listed below.

Supplier is involved in the following programs Supplier Diversity Program **(SDP)**

Contractor:	VC0000497994 Vendor Line 1 - SDP
	Orograin Bakeries Sales, Inc. a subsidiary of Bimbo Foods, Inc.
Address	1 Petra Lane, Albany, New York 12205
Account Manager	David Ziobrowski, Food Service Manager
Phone:	800-818-4772 ext. 27 or 28 Cell: 518-813-2811
Fax:	Fax: 518-452-1563
E-mail Address	DZiobrowski@bbumail.com or Assistant: Virginia Newell VNewell@bbumail.com
Web Site Address	www.BimboBakeriesUSA.com
Service Area	Statewide
Emergency	David Ziobrowski Food Service Manager
Contact	1 Petra Lane, Albany, New York 12205 800-818-4772 x27 or x28 dziobrowski@bbumail.com vnewell@bbumail.com

Strategic Sourcing Services Team Members

Stephen Burnett	Department of Correction
Cynthia Bayerl	Department of Public Health
Anton Smith	Department of Correction

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS (www.comm-pass.com) website, click on “Contracts” then search by document number GRO28 to locate the following contract information:

Contract User Guide	“Forms & Terms” tab
Baked Goods Requirements & Specifications	“Forms & Terms” tab
Contract Award 2012-2013	“Vendor” tab
Additional List of Available Baked Goods Products	“Vendor” tab